



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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March 24, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A RESPIRATORY CARE SERVICES AGREEMENT WITH SYMPHONY
RESPIRATORY SERVICES, INC. (1st District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that pediatric respiratory care services, as described herein, may be performed more cost effectively by private contractors.
2. Approve and instruct the Chair to sign the attached agreement with Symphony Respiratory Services, Inc., a wholly-owned subsidiary of Leucadia Symphony, Ltd. (Symphony), for the provision of pediatric respiratory care services at LAC+USC Healthcare Network Women's and Children's Hospital, effective May 1, 2005 through April 30, 2008, with provisions for two one-year renewals through an administrative amendment between the Director of Health Services, or his designee, and Symphony, effective May 1, 2008 through April 30, 2010, at an annual maximum net County cost of \$1,599,883. The term of the Agreement may be further extended in writing by the Director, or his designee, beyond the stated expiration date of April 30, 2010, on a month-to-month basis, for a period of time not to exceed six months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is providing for the uninterrupted provision of pediatric respiratory care services at LAC+USC Healthcare Network Women's and Children's Hospital (WCH) by Symphony which was selected as the result of a Request for Proposals (RFP) competitive selection process.

The County has been contracting out respiratory care services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since April 1989.

Contracting under Proposition A guidelines continues to be cost effective for the provision of pediatric respiratory care services.

The existing agreement is slated to expire on April 30, 2005.

FISCAL IMPACT/FINANCING:

The County cost for respiratory care services at WCH is \$1,599,883 per year or \$133,324 per month, for between 14,000 and 24,000 procedures per month. In the event Symphony provides less than 14,000 procedures in any given month, County shall be entitled to a cost reduction based on Symphony's cost savings. In the event County requires more than 24,000 procedures in any given month, the per procedure overage shall be \$9 per procedure. On average over the past 2 years, the facility required 14,500 procedures per month.

The Auditor-Controller (A-C) has reviewed and approved the Department of Health Services' (DHS or Department) cost analysis showing that the agreement is cost effective.

The Agreement provides for an annual cost-of-living adjustment contingent upon the availability of funds at County's sole discretion, by using the average salary percentage movement granted to County employees or the Consumer Price Index - All Urban Consumers (CPI-U) increases, whichever is less, but in no event shall the adjustment exceed five percent. If the CPI-U declines, the current reimbursement amount due to Symphony shall remain the same for the following year.

Funding for this Agreement is included in the Fiscal Year 2004-05 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 22, 1993, the Board approved Agreement No. 71840 with Integrated Health Services, Inc. (Integrated), effective July 1, 1993 through December 31, 1998, for the provision of clinical, emergency, and diagnostic respiratory care services to all pediatric inpatients and outpatients of WCH who have respiratory diseases.

Amendment No. 1 to Agreement No. 71840 was effective January 1, 1999 through September 30, 1999 to allow DHS to initiate an RFP process. Amendment No. 2 extended the term of the Agreement from October 1, 1999 through March 31, 2000. Amendment Nos. 3 through 7 extended the term through September 30, 2001.

On December 20, 1999, DHS released an RFP. After evaluation of the proposals and the finalization of the contract negotiation process, DHS filed a new proposed agreement for approval on the September 25, 2001 Board agenda. However, the Board continued the proposed new agreement for one month and the existing agreement was extended to October 31, 2001. During the one-month extension period, DHS determined that several County respiratory care services employees would be impacted under the proposed agreement and, as a result, the Director of Health Services (Director) requested that the proposed agreement be referred back to the Department and that the existing agreement be extended.

On October 30, 2001, the Board approved Amendment No. 8 to extend the term of the Agreement through April 30, 2002 to provide DHS with additional time to re-issue the RFP and complete the solicitation process. The Department decided to develop and re-issue a combined new RFP for pediatric respiratory services at WCH and full respiratory services at Martin Luther King, Jr./Drew Medical Center (King/Drew) under two separate agreements.

Subsequently, the Board approved Amendment Nos. 9 through 12 for the period beginning May 1, 2002 through February 29, 2004. These amendments were necessary to allow the Department time to fully define the scope of work requirements for the two facilities and clarify other solicitation process issues related to Proposition A.

On March 25, 2003, the Department released an RFP for respiratory care services at WCH and King/Drew. By the May 30, 2003 submission deadline, only Symphony had submitted a proposal for both medical facilities.

On December 2, 2003, the Board approved a Consent to Assignment acknowledging the transfer of the contractor's rights and responsibilities under Agreement No. 71840 from Integrated to Symphony, retroactive to August 31, 2003.

Upon completion of an evaluation of the proposals and contract negotiation process, and receipt of the A-C's validation of the cost analysis for King/Drew, DHS filed a proposed new agreement for Board approval on August 5, 2004. On August 17, 2004, the Board approved a five-year agreement with Symphony for the provision of respiratory care services at King/Drew.

In September 2004, the A-C notified LAC+USC Medical Center that the Avoidable Cost Analysis for services at WCH did not appear to be cost effective. However, on January 10, 2005, the facility resubmitted the cost analysis to the A-C for validation, having updated the analysis with the salary increases which became effective January 1, 2005, and a reconfiguration of staffing classification due to the specialized nature of pediatric respiratory care.

On February 3, 2005, the Department filed Amendment No. 14 to Agreement No. 71840 to extend the term of the existing Agreement for a six-month period on a month-to-month basis, effective March 1, 2005 through August 31, 2005, to allow time for the A-C to determine the cost effectiveness of the proposed Agreement.

On February 15, 2005, the Board extended the existing Agreement for 60 days, through April 30, 2005.

On February 25, 2005, the A-C validated the Department's updated cost analysis indicating that the proposed agreement is cost effective.

Under the current agreement, Symphony provides all pediatric respiratory care services at WCH. Under the new agreement, Symphony will continue to provide pediatric respiratory care services; therefore, County staff are not impacted by the new agreement. The clinical expertise and skills provided through this contract greatly enhance the quality of services available at the facility.

The Honorable Board of Supervisors
March 24, 2005
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Symphony fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) by paying its full-time employees providing services under the Agreement a living wage.

The Agreement may be terminated at any time by the County by providing a 30-day advance written notice to the contractor.

The Agreement includes the latest provisions regarding compliance with the jury service program, safely surrendered baby law, and payment by County for services rendered after the expiration/termination of contract.

Contract monitoring functions will be performed by WCH's staff.

Attachments A, B, C, and D provide additional information.

The Agreement has been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

County Counsel and the Chief Administrative Office - Risk Management Operations approved the issuance of the RFP, which the Department released on March 25, 2003. The Department advertised the RFP on the Los Angeles County Online Web Site and in local newspapers in March 2003.

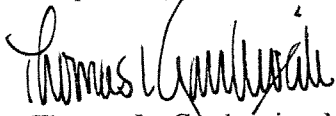
Although representatives from three respiratory care providers attended the mandatory proposers' conference, only Symphony submitted a proposal for WCH.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended agreement will continue the provision of respiratory care services at WCH.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dz

Attachments (4)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Respiratory Care Services at LAC+USC Healthcare Network Women's and Children's Hospital (WCH).

2. AGENCY ADDRESS AND CONTACT PERSON:

Symphony Respiratory Services, Inc., a wholly-owned subsidiary of
Leucadia Symphony, Ltd.
Executive Plaza IV
11350 McCormick Road
Hunt Valley, Maryland 21031
Attention: Terry Bydume, Senior Vice President
Telephone: (443) 886-2317 / Facsimile (FAX): (443) 886-2358

3. TERM:

The recommended Agreement will become effective May 1, 2005 and continue through April 30, 2008, with provisions for two one-year renewals through an administrative amendment between the Director of Health Services and Symphony, effective May 1, 2008 through April 30, 2010. The term of the Agreement may be further extended beyond the stated expiration date of April 30, 2010, on a month-to-month basis, for a period of time not to exceed six months.

4. FINANCIAL INFORMATION:

The maximum annual expenditures are \$1,599,883, net County cost.

5. PROGRAM INFORMATION:

The new Agreement will continue the provision of respiratory care services at WCH.

6. ACCOUNTABLE FOR CONTRACT MONITORING:

WCH's administrative staff is responsible for monitoring the contract program.

7. APPROVALS:

LAC+USC Healthcare Network:	Pete Delgado, Chief Executive Officer
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to form):	Christina A. Salseda, Deputy County Counsel

**RESPIRATORY CARE SERVICES FOR
LAC+USC HEALTHCARE NETWORK WOMEN'S AND CHILDREN'S HOSPITAL**

PROPOSITION A CONTRACTING

COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

		<u>COUNTY</u>	COST INCREASE (DECREASE) FROM CONTRACTING
<u>DIRECT</u>			
SALARIES	\$1,185,259		
EMPLOYEE BENEFITS	<u>454,843</u>		
TOTAL PERSONNEL COSTS	\$1,640,102	\$1,640,102	
SERVICES AND SUPPLIES	<u>\$ 0</u>		
OTHER	<u>\$ 0</u>		
TOTAL DIRECT		\$1,640,102	
<u>INDIRECT (1)</u>			
TOTAL OVERHEAD	<u>NA</u>		
AVOIDABLE OVERHEAD	<u>NA</u>		
TOTAL AVOIDABLE COST		<u>\$1,640,102</u>	\$1,640,102
		<u>CONTRACT</u>	
<u>DIRECT</u>			
CONTRACT COST	\$1,599,883		
OTHER (SPECIFY)			
TOTAL DIRECT		\$1,599,883	
<u>INDIRECT</u>			
EMPLOYEE RETRAINING			
CONTRACT MONITORING			
OTHER (SPECIFY)	<u>NA</u>		
TOTAL INDIRECT		<u>\$ 0</u>	
TOTAL CONTRACT COST		\$1,599,883	<u>\$1,599,883</u>
ESTIMATED ANNUAL SAVINGS FROM CONTRACTING			<u>\$ 40,219</u>

(1) Indirect Overhead does not apply to re-solicitations.

CONTRACTING FOR RESPIRATORY CARE SERVICES

Compliance with County Code Requirements

The agreement meets all of the following mandatory requirements of County Code Section 2.121.250, et seq.

- (a) The award of the contract will be cost effective;
- (b) The County's ability to respond to emergencies will not be impaired;
- (c) The award of the contract will not result in the unauthorized disclosure of confidential information;
- (d) Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;
- (e) The award of the contract will not infringe upon the proper role of the County in its relationship to its Citizens;
- (f) The award of the contract will be in full compliance with all applicable Federal and State regulations;
- (g) Implementation of the contract will not result in a reduction in County services; and
- (h) The award of the contract will not violate the provisions of County Code 2.121.295, "Certain Contracts Prohibited".

The agreement also contains provisions recommended by the County CAO-Risk Manager Operations to cover the County's potential tort liability. The Contractor will provide evidence of the required insurance coverage prior to the commencement of services.

Participation in the contracting process by minority vendors was solicited by advertising in the Los Angeles County Online Web Site, local newspapers such as the Los Angeles Sentinel, Eastern Group newspapers, and Rapid Publishing which represents five south Los Angeles newspapers, and distributing notices by mail to firms listed on the department's proposers' list.

Selection for award of the contract was made without regard to race, creed, or color.

PROPOSITION A CONTRACTING

CONTRACT EMPLOYEE WAGES AND BENEFITS

The proposed contract would reduce the County's cost to provide respiratory care services by an estimated \$40,219 per year, based on Auditor-Controller guidelines for cost comparisons. Additional information on contract employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
	\$ /hr	\$ /hr
Department Manager	40.80	38.00
Head Respiratory Care Practitioner	30.80	28.00
Supv. Respiratory Care Practitioner	28.46	27.00
Respiratory Care Practitioner II	25.53	23.00
Respiratory Care Technician	19.19	17.00
Intermediate Clerk	14.64	13.00

CONTRACTOR EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Contractor</u>
Health Plan	Yes
Retirement Plan	Yes
Dental Plan	Yes
Holidays	11 days/yr.
Sick Leave	6 days/yr.
Vacation	20 days/yr.
Life Insurance	Yes

Other:

Basic Accidental Insurance: Company paid.

Supplemental Accident Insurance: Employee paid.

Short Term Disability (STD): Employee paid.

Long Term Disability (LTD): Company Paid.

401(K) Plan: Voluntary employee contributes/Company discretionary matching contribution.

Business Travel Insurance: Company Paid.

Employee Assistance Program: Company Paid. Three (3) assessment and/or referral sessions for employee and family members per calendar year.

Personal Leave of Absence: Unpaid. Maximum length is six months. Medical Leave of Absence: Unpaid. Maximum length is one year.

Jury Duty Leave: Employee's earnings as a juror are supplemented to equal his/her regular base earnings for the required length of jury duty.

Bereavement Leave: Company paid. Three days (24 hours) paid leave when death occurs in the immediate family.

Military Leave: Unpaid. Each employee is entitled to be reinstated in accordance with applicable federal law (Chapter 43 of Title 30, United States Code).

Family Leave: Unpaid. Family Leave can be requested for a maximum of six months to care for an immediate member of the family who is ill, or to take care of a child or adopted child.

Workers Compensation: Company paid. Provides medical and disability insurance coverage for employees who are injured on the job or become ill due to job-related exposure to hazardous substances.

Tuition Reimbursement: Company pays up to \$1,000 per calendar year for undergraduate work, and \$1,500 per calendar year for graduate level courses.

Seminar Reimbursement: Payments of maximum allowable.

Contractor Health Plan Information

- (1) Health Insurance and Prescription Drug Plan through Blue Cross/Blue Shield and Medco Health Solutions respectively - Partially employee paid.

The Plan pays benefits for employees and covered dependents for medical expenses due to sickness or accidental injury. There are three plan options. All Plans pay reasonable and customary charges for covered services. A Prescription Plan is included in the cost of the Medical Plan.

(a) Maximum Lifetime Benefit:

- Substance Abuse \$10,000
- All other services \$1,000,000

(b) Premiums:

- Employee Only \$31 to \$75 depending on the plan selected
- Family Coverage \$103 to \$245 depending on the plan selected

(c) Maximum Annual Out-of-Pocket Expense

- Employee Only \$1,000 to \$1,500 depending on the Plan selected
- Family Coverage \$3,000 to \$4,500 depending on the Plan selected

(2) Dental Insurance through Aetna, Inc. - Partially employee paid.

IHS offers two Dental Plans. The Plan pays for preventive, diagnostic, fillings, simple extractions, endodontics, complex oral surgery, periodontics, major restorations, and orthodontics for eligible employees and their dependents. Following is a synopsis of the Plans:

(a) Annual Maximum Benefit:

No maximum (DMO)/\$1,500 PPO

(b) Premiums:

- Employee Only \$6.71 to \$10.24 depending on the plan selected
- Family Coverage \$22.61 to \$34.49 depending on the plan selected

(3) Vision Plan through Vision Service Plan - Partially employee paid.

The Plan pays for exams and lenses on an annual basis. Frames are covered every two years. Laser vision is provided at a discount.

Premiums:

- Employee Only \$2.50
- Family Coverage \$6.49

**AGREEMENT FOR
PEDIATRIC RESPIRATORY CARE SERVICES AT
LAC+USC HEALTHCARE NETWORK
WOMEN'S AND CHILDREN'S HOSPITAL**

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Contract No. _____

RESPIRATORY CARE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

SYMPHONY RESPIRATORY
SERVICES, INC. a wholly-
owned subsidiary of
LEUCADIA SYMPHONY, LTD
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code
Sections 1441 and 1445, County has established and operates,
through its Department of Health Services (hereafter "DHS"), a
network of County health facilities, including LAC+USC Healthcare
Network Women's and Children's Hospital, located at 1240 North
Mission Road, Los Angeles, California 90033 (hereafter "WCH" or
"County Facility"); and

WHEREAS, pursuant to Los Angeles County Code Section
2.121.250, et seq., County is authorized to contract with private
businesses to perform personal services when it is more
economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the
laws of the State of California to engage in the business of

providing respiratory care services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Request for Proposals (RFP) for such services, Contractor submitted a proposal to County to provide such services; and

WHEREAS, based on its RFP competitive process, DHS selected Contractor for recommendation to County's Board of Supervisors for the award of a contract to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and by California Health and Safety Code Section 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on May 1, 2005 and shall continue in full force and effect through April 30, 2008 and may thereafter be renewed, in writing, by the Director of Health Services, or his duly authorized designee (hereafter collectively referred to as "Director"), for one-year periods, for a maximum of two additional years. Except as provided for in subsection B of this paragraph, in no event shall the total contract term extend beyond April 30, 2010.

In any event, this Agreement may be cancelled or terminated at any time by County, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to Contractor.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

B. The term of this Agreement may be extended in writing by Director beyond the stated expiration date of April 30, 2010, on a month-to-month basis, for a period of time not to exceed six (6) months, upon the mutual agreement of the parties. Except as specifically noted, all provisions of the Agreement shall remain in effect for the duration of any such extension. Compensation for work performed during each month of the extension period shall be at the Basic Monthly Charge and Incremental Fee (as appropriate) described in Exhibit B (attached hereto and

incorporated herein by reference), paid by County to Contractor for the month of April 2010. There shall be no cost of living adjustment either to the Basic Monthly Charge or to the Incremental Fee for any such month of such extension.

C. Before the completion of the new replacement facility for LAC+USC Medical Center (which will include replacement of Women's and Children's Hospital), scheduled for Fall 2007, Administration will evaluate and recommend continuing contracted pediatric respiratory care services in the new replacement facility.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. ADMINISTRATION: Director, or his duly authorized designee, shall have the authority to administer this Agreement on behalf of County. County Facility shall retain professional and administrative responsibility for the services provided under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations

(1) to perform its professional services according to customary quality of care standards in the community and under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. County shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

The term "Administrator", as used in this Agreement, means County Facility's Administrator or his/her duly authorized designee.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services at County Facility in the manner and form as described in the body of this Agreement and in Exhibits A, Performance Work Statement, and A-1, Performance Requirements Summary, attached hereto and incorporated herein by reference.

B. The quality of services to be provided by Contractor under this Agreement shall be at least equivalent to those services which Contractor provides to other hospitals it serves.

4. BILLING AND PAYMENT:

A. Contractor shall bill County monthly, in arrears,

for services hereunder in accordance with provisions set forth in Exhibit B, attached hereto and incorporated herein by reference, on billing forms provided by County. County shall pay Contractor within 30 days, following receipt of a complete and correct billing as provided in Exhibit B.

Contractor shall maintain daily records of the number of respiratory therapy procedures on the Respiratory Care Ancillary Services Form, DHS Form Number HS32, provided hereunder and such records shall be subject to inspection and review by Administrator. In the event of any disagreement regarding such number and subsequent charges, such disagreement shall be resolved by using the actual number of procedures provided hereunder as determined by Administrator.

B. The fees for services hereunder are set forth in Exhibit B. Such fees, and the terms and conditions for any increase or decrease in such fees are set forth in Exhibit B, and shall remain in effect throughout the term of this Agreement. Except as otherwise expressly provided in this Agreement, such fees shall be the sole consideration paid by County to Contractor hereunder.

C. Maximum Contract Obligation - During the term of this Agreement, the maximum obligation for all services

rendered hereunder, for any twelve month period commencing May 1, to April 30, shall not exceed One Million, Five Hundred Ninety-Nine Thousand, Eight Hundred Eighty-Three Dollars (\$1,599,883).

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

6. ALLOCATED COUNTY COSTS: County costs allocated to or related to County Facility's Respiratory Care Services Department as of the time of commencement of services hereunder, including, but not limited to, telephone calls (213, 310, 323, 562, 626, and 818 Area Codes only), utilities, laboratory services, housekeeping services, and other services provided by other County units, departments, or Contractors, shall not be charged

to Contractor, as provided in Exhibit A, Performance Work Statement.

7. CONTRACTOR VACANCIES: Contractor shall receive referrals of permanent or temporary employees from County's Chief Administrative Office/Human Resources staff for consideration of employment as Contractor vacancies occur after contract implementation and throughout the term of this Agreement.

8. INVENTORY REIMBURSEMENT:

A. Prior to the commencement of services hereunder, Administrator and Contractor's authorized representative shall inventory and prepare in writing a complete listing of all County equipment including, but not limited to, Respiratory Care Services Department medical equipment and office equipment, and other personal property of County Facility's Respiratory Care Services Department. For each such item, such written inventory shall indicate the specific condition as mutually agreed by such County and Contractor representatives.

At the expiration or prior termination of this Agreement another County Facility equipment and personal property inventory shall be prepared in writing by Administrator and Contractor representatives. Contractor shall return to County the same quantity and quality of items as specified

in the beginning inventory, less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor by County, subsequent to the initial inventory, for its performance hereunder in the same quantity and quality as provided, less consideration for normal wear and tear. At the expiration or prior termination of this Agreement, Contractor shall reimburse County, at a replacement cost to be determined by Administrator for any missing or damaged County equipment and other personal property, or Director, at his/her option, may deduct such cost from any amounts due Contractor from County.

B. Within 30 days of commencement of services, Contractor and Administrator shall develop inventory records of all equipment/property received by Contractor from County for the performance of respiratory care services. These records shall contain information as required by Administrator.

Contractor shall update the inventory on an ongoing basis to reflect additional equipment/property placed into service or removed from service and provide such updates to

Administrator as changes occur, at a minimum of once per calendar quarter.

Contractor and Administrator shall conduct a annual physical inventory of such equipment/property as described in this Subparagraph B.

9. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY:

Except as specifically provided elsewhere in the Agreement, in order to perform services hereunder and only for the performance of such services, Contractor is authorized to exclusively occupy and use, free of cost or rental, space at County Facility and other property as indicated in Exhibit H (including all existing equipment), attached hereto and incorporated herein by reference.

If, at any time during the term of this Agreement, any space indicated in said Exhibit H is not utilized by Contractor for services (including the storage of equipment) hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

10. FACILITY ALTERATIONS AND REPAIRS:

A. In the event that Contractor proposes any alteration, modification, or repair of any County Facility or building, then prior to the commencement of any such alteration or repair, Contractor shall obtain the prior written approval of the plans and specifications for such

alteration or repair from Director and County's Internal Services Department. County's Internal Services Department may condition its approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) in such reasonable amounts as will assure the satisfactory and timely completion of the proposed alteration or repair. Contractor will obtain the appropriate building permits to commence work. In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand Dollars (\$10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law. The financing and performance of any such alteration or repair shall be subject to the provisions of the State constitution, statutes, and regulations, including, but not limited to, the prevailing wage and hour provisions of the California Labor Code, and County ordinances as well as the prior written approval of Director and County's Internal Services Department. All costs of such alteration, modification, or repair shall be borne by Contractor. Any alteration, modification, or repair of County premises hereunder shall become County property, or Director may require Contractor, at its expense, to restore County

premises to the condition as existed prior to any such alteration, modification, or repair at the expiration or earlier termination of this Agreement.

B. If, upon the mutual agreement of Contractor and Administrator, County performs any alterations, modifications, or repairs or incurs any costs other than through Contractor's fees hereunder regarding the financing or performance of any such alterations, modifications, or repairs, then Contractor shall reimburse County for all reasonable costs or Director, at his/her option, may deduct such costs from any amounts due to Contractor from County.

11. DAMAGE TO COUNTY FACILITY, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County Facility, buildings, or grounds which is caused by Contractor, or employees of Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately upon receipt of Administrator's written notification to Contractor.

B. If Administrator determines that Contractor has failed to make timely repairs, County may make any necessary repairs. All reasonable costs for such repairs incurred by County, shall be repaid by Contractor upon demand or County,

at Director's discretion, may deduct such costs from any amounts due Contractor from County.

12. INOPERABLE COUNTY FACILITY OR BUILDINGS: If County Facility or buildings, or any part thereof, become inoperable, due to fire, flood, earthquake, riot, or similar occurrence beyond the control of Contractor, and County decides not to terminate this Agreement due to such occurrence, then any additional expenses of Contractor to provide services hereunder shall be reimbursed by County provided that the parties execute a written amendment to this Agreement, as provided in Paragraph 35 (Alteration of Terms) below, covering such additional reimbursement.

13. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability

or responsibility for the payment of any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at County Facility site and shall be filed with County's Chief Administrative Office, Department of Human Resources, Health Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit C, attached hereto and incorporated herein by reference.

14. INDEMNIFICATION, GENERAL INSURANCE REQUIREMENTS, AND
INSURANCE COVERAGE REQUIREMENTS:

A. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa

Street, Sixth Floor-East, Los Angeles, California 90012,
Attention: Dio Zambrano, Contract Administrator, prior
to commencing services under this Agreement. Such
certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in
this Agreement.

(c) Contain the express condition that County
is to be given written notice by mail at least
thirty (30) calendar days in advance of
cancellation for all policies evidenced on the
certificate of insurance.

(d) Include copies of the additional insured
endorsement to the commercial general liability
policy, adding County of Los Angeles, its Special
Districts, its officials, officers, and employees
as insured for all activities arising from this
Agreement.

(e) Identify any deductibles or self-insured
retentions for County's approval. County retains
the right to require Contractor to reduce or
eliminate such deductibles or self-insured
retentions as they apply to County, or, require

Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the

indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. INSURANCE COVERAGE REQUIREMENTS:

1. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence:

\$1 Million

2. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

4. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall

provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

15. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

16. ACCEPTABLE QUALITY LEVEL: The maximum allowable variance from standards acceptable to County in Contractor's performance of services hereunder is described in Exhibits A, Performance Work Statement, and A-1, Performance Requirements Summary.

17. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of

race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

18. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons

employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

D. Contractor shall allow County representatives access to its employment records during regular business

hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

19. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but

not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and JCAHO accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

20. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

21. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or

employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

22. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

23. FEDERAL ACCESS TO RECORDS: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

24. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

25. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7)

years following the expiration or termination of this Agreement, provided that County may within such seven-year period make a written request to Contractor to retain all or part of such records related to this Agreement for an additional period of up to seven years and Contractor shall comply with such request. During such seven years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor at a location in Los Angeles County and shall be made available during County's normal business hours to representatives of County for purposes of inspection or audit.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each audit report with the County Department of Auditor-Controller, within thirty days after Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable State and Federal regulations. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Deliberate and intentional failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

26. REPORTS: Contractor shall make reports as reasonably required by Administrator concerning Contractor's activities and operations as they relate to the services hereunder as may be reasonably requested. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures and format for reporting the required information. County shall reimburse Contractor for the reasonable cost for preparing reports other than those reports identified in Exhibit A, attached hereto, provided that the reasonableness of such cost shall be subject to Director's approval.

27. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which

is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that

the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement including, but not limited to, any right to terminate this Agreement.

28. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specified or unusual skills or special emergency services for which Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of County. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement.

B. In the event County may consent to subcontracting, each of the applicable provisions of this Agreement and any amendment thereto shall extend to, and be binding upon the

subcontractor, including the provision providing County employees with the right of first refusal for employment openings at Contractor's service facility.

C. In the event that County should consent to subcontracting, Contractor shall include in the subcontract instrument the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the applicable provisions of such prime contract."

D. Contractor's request to Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontract.

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

(3) Any other information or certifications requested by Director.

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly

supervise and coordinate all the work of Contractor's employees and any subcontractor. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

29. RULES AND REGULATIONS: During the time that Contractor's employees or agents are providing services at County Facility, such persons shall be subject to the rules and regulations of County Facility. It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then Contractor shall

remove or suspend such employee from the provision of services hereunder.

30. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

31. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder.

Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

Federal, State or local laws, ordinances, regulations, rules, or directives.

32. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONTRACTOR'S DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either these two circumstances does not cure such failure within a period of ten days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall

continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule,

and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience) below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, and it is determined that Contractor was not in default or that the default was excusable under the provisions of this Paragraph, Contractor, at its option, may terminate this Agreement. Thereafter, the rights and obligations of the Parties with respect to payment by County for Contractor performance rendered shall be the same as though a County notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

34. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written Notice of Termination at least thirty (30) days in advance of the termination date, specifying the date upon which such "termination" becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date specified in such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claims and invoice shall be submitted no later than three (3) months following the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise

of its judgement on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement. All such books, records, documents or other evidence shall be retained by Contractor or made available by Contractor at a location in Los Angeles County and shall be made available within twenty working days of request during County's normal business hours to representatives of County for purposes of inspection or audit.

35. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

36. ENTIRE AGREEMENT: The body of this Agreement; Schedule 1, Attachment 1, and Exhibits A, A-1, B, C, D, E, F, G, and H, constitute the complete agreement between the parties which supersedes all previous understandings, written or oral, and all other communications between the parties relating to the subject matter to this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A
2. Attachment 1
3. Exhibit A-1
4. Exhibit B
5. Schedule 1
6. Exhibit C
7. Exhibit D
8. Exhibit E
9. Exhibit F
10. Exhibit G
11. Exhibit H

37. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

39. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

40. TERMINATION FOR GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's notice, if it found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing

of, such contract; provided, that the existence of the facts upon which County makes such findings shall be in issue and may be reviewed in any competent court. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

If Contractor is terminated by County on the basis of the provisions of this Paragraph, and it is determined by a competent court that Contractor did not violate said provisions, then County shall be liable to Contractor for all damages proximately caused by County's erroneous termination.

41. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against

Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

42. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles,

using the name of County without the prior written consent of Director.

43. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

44. COUNTY APPROVAL OF CONTRACTOR'S MANAGEMENT EMPLOYEES: Contractor's Department Manager of Respiratory Care Services and other management employees, as determined by Director, to be provided at County Facility may be interviewed by Administrator and shall be subject to the written approval prior to assuming duties at County Facility and ongoing approval of Administrator while they are at County Facility.

45. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Neither Contractor, nor Contractor's employees, officers, agents, or independent Contractors, shall hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent Contractors are at County Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, or independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

46. VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

47. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its offices, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal

statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

48. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that County's liability is not based on Contractor's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement.

49. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

50. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by section 319 of Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

51. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

52. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

53. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days

of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 35 "Termination for Contractor's Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

54. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s (Los Angeles) Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

55. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and

Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

56. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon

which County may immediately terminate or suspend this Agreement.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

58. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Agreement is subject to the provisions of County's Living Wage Program ("Program") as codified in sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit G and incorporated by reference into and made a part of this Agreement.

B. Payment of Living Wage Rates:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "employer" as defined under the Program (section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth

immediately below, for the employees' services provided to County under this Agreement:

a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher living wage rate.

(2) For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to

perform services for the County under this Agreement.

"Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Agreement.

"Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

(3) If Contractor is required to pay a living wage when the Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement including any option period.

(4) If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to

commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's employees providing services for County under the Agreement during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under

the Agreement. The certified monitoring reports shall also state the name and identification number of Contractor's current health care plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Agreement. Authorized agents of County shall

have access to all such records during the normal hours for the entire period that records are to be maintained.

E. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

(1) Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due until Contractor has satisfied the concerns of

County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed

that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

(2) Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment: If Contractor fails to pay one or more of its employees at least the applicable living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages

will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination: Contractor's failure to pay any of its employees the applicable living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

(3) Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

F. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Agreement unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Agreement unless and until County has provided written authorization for the use of same.

G. Contractor Retaliation Prohibited: Contractor shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material

breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

H. Contractor Standards: During the term of the Agreement, Contractor shall maintain business stability, integrity in employees relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

I. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

59. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such

employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

60. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing

Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

61. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's service facility to qualified County employees who are laid-off or who leave County employment

in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made an application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

62. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under

HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

63. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the

provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit F, is the required form, "County of Los Angeles Contractor Employee Jury Service Program

Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

64. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

65. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"

poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

66. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after the expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

67. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content

paper products to the maximum extent possible on the project.

68. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

- To County:
1. LAC+USC Healthcare Network
Women's and Children's Hospital
1240 North Mission Road
Los Angeles, California 90033
 2. Department of Health Services
Contracts and Grants Division
313 North Figueroa St., 6th Floor East
Los Angeles, California 90012

Attention: Hospital Administrator

Attention: Division Chief

To Contractor: Symphony Respiratory Services
11350 McCormick Road, Suite 600
Hunt Valley, Maryland 21031
Executive Plaza Four

Attention: Senior Vice President

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Chair and the seal of said Board to be hereto affixed, and attested by the Executive Officer of the Board of Supervisors, thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS,
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

SYMPHONY RESPIRATORY SERVICES,
INC. _____
Contractor

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By Terry Bydume

BY Christina Salceda
Deputy

Terry Bydume
Printed Name

Title Senior Vice President
(AFFIX CORPORATE SEAL)

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants Division

AGRCD3774.DZ
dz:2/28/05

EXHIBIT A

PERFORMANCE WORK STATEMENT

RESPIRATORY CARE SERVICES AGREEMENT

LAC+USC HEALTHCARE NETWORK WOMEN'S AND CHILDREN'S HOSPITAL

1. Definitions

A. Administrator

LAC+USC Healthcare Network Women's and Children's Hospital (WCH) Administrator or his/her authorized designee.

B. Cardio-Respiratory Crash Carts

These are supply carts located on each patient care unit of the hospital on which respiratory and other medical supplies are stored. These supplies are used by staff in the event of a patient respiratory and/or cardiac arrest.

C. Contractor's Quality Control Program

A written program, developed by the proposer, to assure that the quality of the end product or service meets contract requirements.

D. Contractor's Quality Assurance Program

A Contractor developed program providing a planned and systematic process for the monitoring and evaluation of the quality and appropriateness of patient care, and for resolving identified problems having an impact on

patient care and clinical performance. This program is also referred to as a quality improvement program.

E. County's Contract Administrator

The Administrator's authorized designee who has authority to supervise all non-medical aspects of Contractor's performance.

F. County's Physician Director

The Physician Director who has responsibility for the medical direction of pediatric respiratory care services at WCH.

G. County's Quality Assurance Evaluator

The individual who has been delegated the responsibility to assist the Physician Director in monitoring all medical aspects of Contractor's performance.

H. Director

The Director of the Department of Health Services, or his duly authorized designee.

I. Emergency Departments Approved for Pediatrics

Emergency departments which meet the basic pediatric emergency standards of the American Academy of Pediatrics are referred to as Emergency Departments Approved for Pediatrics ("EDAPs").

J. Joint Review Committee for Respiratory Care Education

The official accrediting agency for respiratory care education programs of the American Association for Respiratory Care. Programs are reviewed on a regular basis for compliance with standards adopted by the Council on Medical Education (CME) of the American Medical Association (AMA).

K. Level I Trauma Center

A hospital patient emergency unit which functions seven days/week, 24 hours/day to provide in-house surgical specialty, anesthesiological and support staff necessary to perform immediate surgical intervention on severely injured patients. Facilities designated as Level I Trauma Centers also conduct training and research programs.

L. Maximum Allowable Variance From Standard (AQL)

The AQL is an element of the Performance Requirements Summary (Exhibit 1). The AQL provides a means for expressing the allowable variance from a standard. The AQL does not imply that the Contractor may knowingly perform in a substandard way. It implies that the County recognizes that substandard performance sometimes happens unintentionally. When the AQL is

exceeded in any category of procedures during a particular monitoring month, as determined by County staff, the Contractor will meet with the Physician Director and Administrator to discuss the identified problem.

M. Pediatric Critical Care Centers (PCCC)

EDAP's meeting County Department of Health Services trauma center criteria and specific institutional criteria are referred to as Pediatric Critical Care Centers ("PCCCs").

N. Performance Requirements Summary ("PRS")

A summary, in chart form, of required services, service indicators, standards, AQLs, etc. The PRS reflects the contract services that will be monitored by County.

O. Problem - or Goal - Oriented Charting Method

A commonly-used method for documentation in a patient's medical record. This method utilizes a specific format which requires the therapist to provide the following types of patient information: subjective data, objective data, assessment or summary data, and a recommended plan for future therapy. This approach is commonly referred to as charting in the "SOAP" format.

P. Service Indicators

Criterion used to measure and evaluate work completed.

Service Indicators measure work quality and output against the Standards and AQLs.

Q. Shifts

The regular work periods of respiratory care personnel at WCH. Such work periods are generally composed of, but not limited to, the following shifts, (1) day shift, (2) evening shift, and (3) night shift.

R. Tertiary Level Neonatal and Pediatric Intensive Care Units

Critical care units which operate seven days/week, 24 hours/day and provide in-house neonatology, pediatric, respiratory, surgical and laboratory staff to care for critically ill newborns and pediatric patients.

Facilities containing these types of units also conduct training and research programs.

2. General

A. Scope of Work

Contractor shall provide pediatric respiratory care services 24 hours/day, seven days/week, including holidays, emergencies, and work stoppages at the following locations of WCH, which are subject to change

at County's discretion: the Pediatric Intensive Care Unit, Pediatric and Special Care Units, Pediatric inpatient wards, Pediatric Rooms, Pediatric outpatient areas, Operating Rooms, Asthma Mobile Vans, and Post Anesthesia Rooms (recovery rooms). Contractor shall respond to any area at the WCH where a pediatric medical emergency occurs. Upon completion of the new replacement facility for LAC+USC Medical Center (which will include replacement of Women's and Children's Hospital) scheduled for Fall 2007, Contractor shall be provided with notice as to the revised work location(s).

Contractor shall provide all the pediatric respiratory care services to include, but not be limited to, clinical, emergency, and diagnostic support for inpatients and outpatients of WCH, with respiratory disorders which require therapeutic intervention or diagnostic evaluation.

Services shall include, but not be limited to, the provision of all management, supervisory, and technical personnel, and equipment (if any) which is not provided by County.

Contractor and Contractor's employees shall not solicit, nor accept or receive any direct cash payment or other compensation from any patient or a patient's family or a third party payer for the provision of respiratory care services.

Contractor shall provide all the necessary pediatric respiratory care services and personnel as required to patients that are being transported to or from any other facility on the County grounds or any outside facility upon Administrator's request. Contractor shall also provide pediatric respiratory care consultation, as requested, to children hospitalized in any of the units at WCH and General Hospital, LAC+USC Medical Center.

Note: Nursing staff may provide/assist with the following respiratory modalities: suctioning of the airway, oxygen therapy, set up on nasal cannula or mask, hand held nebulizer medication (HHN).

B. Adherence to Legal and Professional Requirements

In the provision of respiratory care services, Contractor will adhere to the following: State of California licensing requirements, including those found in the California Respiratory Care Practice Act

(Business and Professions Code sections 3700, et seq.); American Association for Respiratory Care standards; the accreditation requirements and professional standards established by WCH's Administrator; Medical Director; and the service's Physician Director; and all other laws, regulations, ordinances and other requirements of Federal, State and local governments; as all such laws, regulations, ordinances, standards and other requirements exist now or may exist in the future as they relate to the services hereunder.

C. Personnel

a. County Personnel

(1) Physician Director

- (a) The designated Physician Director shall have overall professional responsibility for the medical direction of pediatric respiratory care services provided under contract at WCH.
- (b) As a member of the medical staff, the Physician Director shall receive professional supervision from the

Chairman of the appropriate
Department.

(2) Contract Administrator

- (a) The County Contract Administrator is an administrator, or his/her authorized designee, responsible for the management and administration of all contracting and support services provided at the County medical facility. The County Contract Administrator, or his/her authorized designee, reports to the Administrator, for supervision and direction.
- (b) The County Contract Administrator or designee has full authority to supervise all non-medical aspects of Contractor's performance in the daily operation of this contract, including policy and procedural matters.

(3) Quality Assurance Evaluator (QAE)

- (a) If a QAE is available at the County facility, the QAE shall assist the

Physician Director in monitoring and evaluating the medical aspects of Contractor's daily on-site performance. The QAE shall be supervised by the County's Physician Director and County's Contract Administrator or designee and shall not have the authority or responsibility to supervise Contractor's performance in the daily operation of the Agreement.

- (b) The QAE shall monitor all aspects of Contractor's activities relating to on-site performance as described in the Performance Work Statement.

b. Contractor Personnel

Contractor shall furnish administrative, supervisory, and all other necessary personnel to accomplish all the required work. All Contractor personnel providing direct patient care services will possess a valid California State Respiratory Care Practitioner's Certificate issued by the Respiratory Care

Examining Committee and a Basic Cardio-Pulmonary Life Support Certificate issued by the American Heart Association.

Contractor personnel providing care in the pediatric critical care areas of WCH must possess a certificate in pediatric resuscitation approved by the American Heart Association and "PALS". Additionally, certification in "NALS", and "ACLS" is recommended.

NICU - Completion of a formal neonatal respiratory therapy course at an approved school of respiratory therapy that includes didactic and clinical course work or completion of a minimum of 20 hours of didactic and four weeks of precepted neonatal clinical experience in a hospital-based course at a facility with an NICU equivalent to a Regional or Community NICU.

PICU - Completion of a formal pediatric respiratory therapy course at an approved school of respiratory therapy that includes didactic and clinical course work or completion of a minimum of 20 hours of didactic and four weeks

of preceptored pediatric clinical experience in a hospital-based course.

All Contractor personnel must generally be full-time or part-time permanent employees of Contractor. During periods of personnel shortages, Contractor may augment Contractor's staff with temporary employees by no more than 25% of Contractor's positions after the first six (6) calendar months following the implementation of patient services hereunder. Such temporary personnel shall meet the personnel requirements of WCH. It is understood that the term "temporary employees" herein encompasses personnel of a respiratory therapy registry service, or any other provider of such service, which Contractor has utilized by subcontract to obtain needed services under Agreement. Any such subcontract shall be deemed to be approved by County pursuant to Paragraph 29, RULES AND REGULATIONS, of Agreement, so long as the subcontract instrument reflects all of the specific conditions thereof or required by Paragraph 29. Director or his/her designee

shall review the subcontract instrument, prior to its execution, to assure that it complies with Paragraph 29.

During the first six (6) months following implementation of patient services, Contractor may utilize temporary employees in excess of 25% of its positions at the County medical facility. Contractor may subcontract with a respiratory therapy registry service to obtain fully certified personnel during this period, and any such subcontract shall be first approved by County in accordance to Paragraph 29 of Agreement so long as the subcontract instrument reflects all of the specific conditions required by Paragraph 29. Director or his/her designee shall review the subcontract instrument to assure that it complies with Paragraph 29.

Contractor shall at all times vigorously pursue hiring permanent personnel and shall periodically report such hiring activities to Administrator and Physician Director.

Contractor shall provide pre-employment security checks, comparable with Human Resources

Standards especially for staff having contact with pediatric patients, and medical examinations for all Contractor employees in accordance with Medical Center personnel policies and procedures.

(1) Contractor's Department Manager

Contractor shall provide a full-time on-site Department Manager. The Department Manager or alternate shall have full authority to act for Contractor on all management and contract matters relating to the daily operation of this contract. At the time the contract is awarded, the Department Manager shall name a qualified designee to act as Department Manager in the Department Manager's absence.

The Department Manager shall be registry eligible or registered as a Respiratory Therapist ("RRT"), by the National Board for Respiratory Care, Inc. If the Department Manager is registry eligible, the Department Manager shall achieve the RRT status within one year. This individual shall also have at

least three (3) years experience as a department head or manager in a facility(ies) similar in size and scope of practice to WCH. If determined to be in County's best interest, Director may waive such three years experience requirement if all other requirements are met.

A bachelor of science degree in health care administration or related field may be substituted for one year of required experience.

The Department Manager's duties shall include, but are not limited to:

- Supervising all respiratory care personnel in the performance of all contract services.
- Assuring that national, State, and local safety standards and all other regulatory requirements are met.
- Providing liaison between the respiratory care department and other units at the facility.
- Developing and implementing a quality

control and quality assurance program and other administrative responsibilities typically required of a department head.

(2) Other Contractor Personnel

Contractor's personnel will meet the in-service education requirements established by the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and the continuing education requirements established by the California Respiratory Care Practice Act. All direct patient care personnel will possess a current CPR, and Arterial Blood Gas Drawing Certificate which documents expertise with infants and children. Additionally, patient care personnel shall possess a certificate or documentation of in-service classes in care of specific indwelling catheters (e.g., central lines). Such personnel shall provide respiratory care services commensurate with their documented training, experience, and competence. Personnel shall include registered

Contractor shall provide experienced and qualified supervisors present on each shift to maintain proper supervision and control over all employees. Supervisor's duties shall include, but not be limited to, assuring respiratory staff respond to CPR and STAT calls, and conducting quality assurance rounds related to procedures and equipment.

Respiratory therapy supervisors must have RRT or CRT credentials or be registry eligible.

As part of the annual fixed reimbursement amount, Contractor shall provide secretaries, clerks, and other support personnel to maintain the level of services required by Agreement.

Final decisions regarding establishment of the credentials for specific assignments in the pediatric area of the facility, shall be at the discretion of the Administrator and Physician Director prior to contract implementation. During the term of the Agreement, the Administrator and Physician

respiratory therapists or registry eligible or certified respiratory therapists, or those eligible for certification. This does not preclude the provision of respiratory care services by trainees or students enrolled in a Joint Review Committee for Respiratory Care Education and County approved program, directly supervised on-site by qualified respiratory care personnel approved by Physician Director.

Personnel providing services in critical care areas shall be California licensed Registered Respiratory Therapists ("RRT"), or registry eligible, or Certified Respiratory Therapists ("CRT"). CRTs shall have a minimum of one (1) year's experience providing critical care therapy (including documented ICU care) in acute care facilities similar in scope of practice to WCH, or demonstrate competency after completing a critical care therapy training course approved by the Medical Director of PICU at WCH.

Performance Requirements Summary, Exhibit A-1, and in all other sections of the Performance Work Statement. It must specify the diagnostic and therapeutic services, and equipment to be reviewed on either a scheduled or unscheduled basis, how often reviews will be accomplished, and title of the individual(s) who will implement the quality control program, including individuals who perform site visits.

- A method of maintaining documentation of all reviews conducted by Contractor and any corrective action taken. This documentation shall be maintained at the respective facilities and shall be made available as requested by County, State, or Federal representatives, as authorized by Administrator, during the term of the contract.
- The contingency plan for continuing to assure services to the County in the event of a strike, natural disaster,

Director shall have the right of final written approval for hiring and retaining of the Department Manager, Department Manager's designee, or permanent replacement and supervisors and staff to provide pediatric respiratory care services at WCH.

4. Contractor's Quality Control and Quality Assurance (Improvement) Programs and County's Contract Monitoring Program

(1) Contractor's Quality Control Program

(a) Contractor shall establish a complete quality control program to assure that all requirements of the Agreement are met.

(b) A Quality Control Program shall be provided by Contractor. An updated copy designed for WCH must be provided to County on or before the Agreement start date and as changes occur. The program shall include, but not be limited to, the following:

- A mechanism that covers all the required services listed on the

- A mechanism for identifying inappropriate ordering by physicians of respiratory care services. This shall include a means of assessing patient's condition and severity of illness, and for providing recommendations to the physician for modifying the type and frequency of therapy ordered.
- Appropriate communication with and participation in County facility Quality Improvement Program as needed to meet requirements of licensing and accrediting agencies.

(3) County's Contract Monitoring Program

- (a) County shall evaluate Contractor's performance under the Agreement using such data derived from inspection, appropriate sampling, physician/nursing/family/patient complaints, and review of required reports, as specified in Exhibit A-1, Performance Requirements Summary, or other such procedures as may

civil disturbance, or other emergency.

- A clinical policy and procedure manual shall be furnished by Contractor.

Contractor's manual shall meet the standards of Title 22, California Code of Regulations requirements.

(2) Contractor's Quality Assurance(Improvement)
Program

- (a) Contractor shall establish a quality assurance, also known as quality improvement, program which complies with the County medical facility's quality assurance program policies and procedures.
- (b) Contractor shall provide a quality improvement program. This program shall include, but not be limited to, the following:
 - A planned and systematic process for the monitoring and evaluation of the quality and appropriateness of patient care and for resolving identified problems.

be necessary to ascertain Contractor compliance with the Agreement.

- (b) County and Contractor representatives shall meet at least quarterly or more frequently as needed to discuss the scope and adequacy of services being provided.

3. **County's Furnished Property and Services**

A. Equipment

County shall provide to Contractor all equipment and supplies necessary for the provision of pediatric respiratory care services during the term of the Agreement, as determined by Administrator and Physician Director.

B. Equipment Replacement

County shall replace, as necessary, at its expense, any County equipment which existed prior to the commencement of services hereunder and which is damaged or worn out during the term of the Agreement, when the repair or further maintenance of such equipment is not considered by Administrator to be economically feasible and there has not been any fault or negligence on the part of Contractor. If Contractor is found to have been

at fault or negligent in the use, care, or control of any such equipment, then Contractor shall pay County for the reasonable County costs incurred to replace and install, if such installation is required, such equipment, less normal depreciation on the item replaced (consistent with County facility's prior accounting practices) or Director may deduct such costs, less such depreciation, from any amounts due Contractor from County.

C. Inventory

(a) Beginning Inventory of County Equipment -

Prior to the commencement of the Agreement, Administrator and Contractor's authorized representative shall inventory and prepare in writing a complete list of all County equipment including, but not limited to, the Respiratory Care Services Department medical and office equipment, and all other personal property of each County facility's Respiratory Care Services Department. For each such item, such written inventory shall indicate the specific condition as mutually agreed by such County and Contractor representatives.

(b) Ending Inventory of County Equipment - At the expiration or prior termination of the Agreement, another County facility's equipment and personal property inventory shall be prepared in writing by Administrator and Contractor representatives. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor by County, subsequent to the initial inventory, in the same quantity and quality as provided less consideration for normal wear and tear.

At the expiration or prior termination of the Agreement, Contractor shall reimburse County, at a replacement cost for any missing or damaged County equipment and other personal property, or Director, at his/her option, may deduct such costs from any amounts due to Contractor from County.

- (c) Within thirty (30) days of commencement of services Contractor and County shall develop inventory records of all equipment/property received by Contractor from County for the performance of pediatric respiratory care services. These records shall contain information as required by Administrator.

Contractor shall update the inventory on an ongoing basis to reflect additional equipment/property placed into service or removed from service and provide such updates to Administrator as changes occur, at a minimum of once per quarter.

Contractor and Administrator shall conduct an annual physical inventory of such equipment/property as described in this Section.

- (d) Contractor shall reimburse County for all costs incurred by County as determined by Administrator, for, or connected with, the repair or replacement of any County-supplied inventory or other County property which Administrator determines has been lost,

destroyed, damaged or rendered unusable by or through any act or omission, whether intentional, negligent, or otherwise, of Contractor, its employees, or agents.

D. Services

Various services are currently being provided to the Respiratory Care Services Department. These services will continue to be made available to Contractor at no cost.

Such services are limited to:

- (a) Housekeeping services (i.e., all floors, walls, windows, storage and cleaning areas, and offices, etc.), utilities, including gas, electricity (normal and emergency backup), air-conditioning, heat, steam, sewage with traps, and water.
- (b) Regular pest extermination services.
- (c) Security badges for persons employed by Contractor.
- (d) Telephone calls from County facility only to locations within Area Codes 213, 310, 323, 562, 626, and 818, but only for the purpose of performing provisions of the Agreement. All

other telephone calls shall be paid for directly by Contractor.

- (e) Trash disposal services for respiratory care disposables and other patient care items.
- (f) Parking space is provided in accordance with WCH's policy.
- (g) All required County forms for pediatric respiratory care patients.
- (h) All respiratory materials and supplies, including, but not limited to, disposables, isolation garments, and small instruments shall be provided by County in adequate quantities to maintain the efficiency and services required. Contractor shall stock and maintain all identified pediatric respiratory care supplies in areas designated by Administrator. All supplies utilized by Contractor must have prior approval from Physician Director and Administrator. A perpetual inventory must be established by Contractor and a monthly utilization report shall be provided to Administrator to monitor expenditures.

- (i) Gases - County shall provide to Contractor, at County's expense, all medical gases to be used at WCH during the term of the Agreement. Such gases shall include medical air, oxygen, heliox mixture, and carbon dioxide calibration tanks.
- (j) Pharmaceuticals - County shall be responsible for providing, at its expense, all medications used in pediatric respiratory therapy for patients as prescribed by County physicians.
- (k) Epidemiological services for the bacteriological surveillance (testing) of: 1) in-use pediatric respiratory care equipment, and 2) decontaminated/sterilized equipment which is stored for immediate use.
- (l) Preventive maintenance and repair of pediatric respiratory equipment.
- (m) Isolation gowns, gloves, masks, caps, and cover shoes and the sterilizing and laundering of such items.

4. **Contractor's Furnished Property and Services**

Contractor shall furnish all necessary equipment and supplies required to perform all services required by this

Performance Work Statement, except those listed in Section 3, County's Furnished Property and Services.

A. Facility Alterations/Repairs

Subject to Administrator's approval, Contractor may describe County facility alterations/repairs, if any, necessary to support Contractor's services hereunder. Such description shall include a detailed statement of any alteration/repair costs. Such costs shall be shown on Exhibit 8, Line Item Budget. In the event that the proposal includes or may result in any alteration/repair of the County facility by Contractor, then prior to the commencement of any such alteration/repair, Contractor shall obtain prior written approval of the plans and specifications for such alteration/repair from Administrator and Director of County's Internal Services Department ("ISD"); the Director of ISD may condition his approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) in such reasonable amounts as will assure the satisfactory and timely completion of the proposed alteration/repair. Contractor shall obtain the appropriate building permits to commence work. In the event that

the proposal includes or may result in any alteration/repair of a County facility where the estimated cost of such alteration/repair, including labor and material, exceeds \$10,000, then the alteration/repair may be subject to, the competitive bidding requirements of State law. The financing and performance of any alteration/repair of any County property will be subject to the provisions of the State constitution, statutes (including but not limited to applicable prevailing wage and hour provisions of the California Labor Code), and regulations and County ordinances as well as the prior written approval of Administrator and Director of ISD. Any alteration, modification, or repair of County premises shall become County property, or Director of ISD may require Contractor, at Contractor's expense, to restore County premises to the condition as existed prior to any such alteration, modification, or repair. If, by mutual agreement of Contractor and Administrator, County performs any alterations or repairs, or incurs any costs other than through Contractor's fees regarding the financing or performance of any such alteration or repairs, then Contractor shall reimburse County for all

reasonable costs, or Director, at his/her option, may deduct such costs from any amounts due to Contractor from County.

B. Equipment and Other Personal Property

It is not anticipated that Contractor will be required to provide any equipment for the provision of pediatric respiratory care services during the term of Agreement.

C. Uniforms

If required by County facility, Contractor will be responsible to assure that all Contractor employees wear clean uniforms, or laboratory coats, or both, acceptable to Administrator and Physician Director, and in compliance with County facility's uniform policy. County will not be responsible for purchasing, providing, or laundering uniforms, or laboratory coats for Contractor staff. County will provide scrubs for contracted staff to meet County facility's Infection Control policies.

D. Health Evaluations

Contractor is responsible to assure that all Contractor employees receive a pre-employment health

evaluation and an annual health assessment at Contractor's expense in accordance with County facility's policies and procedures, or as required by Director to meet TB control, County, or OSHA requirements.

5. **Specific Tasks**

Contractor shall provide an on-site, professional Pediatric Respiratory Care Services Department capable of administering and/or providing all of the services indicated below. Contractor shall provide all services hereunder in accordance with the facility's Pediatric Respiratory Care Services Department Policy and Procedures Manual. Contractor shall also provide through existing staff any new modes of pediatric respiratory therapy as may be reasonably required by the facility per changes in the medical practice of respiratory therapy as reasonably determined by Physician Director, provided that Contractor shall not be required to acquire additional equipment for this purpose. All direct patient care services shall be provided under the direct order of a physician in accordance with the Policy and Procedures Manual of the Pediatric Respiratory Care Services Department. Contractor shall maintain an adequate ratio of staff to

number of patients treated and to their required therapies as reasonably ordered by a County physician, in accordance with the Policy and Procedures Manual and regulatory agencies, and as required in accordance with the Agreement.

A. Direct Patient Care

a. Documentation

- (1) All respiratory care services provided to the inpatients and outpatients of WCH shall be documented by Contractor in the patients' medical records. All documentation will be appropriate and significant, and shall be reflective of the mode of therapy being delivered and the current medical status of the patient. Contractor shall use forms and abbreviations approved by WCH.
- (2) Contractor shall use the currently approved flow sheet for the specific area, (see Attachment 1).
- (3) Documentation shall include, but not be limited to:
 - Copy of physician order for all services.
 - Daily respiratory care services work sheets.
 - Respiratory care ancillary services form.

- Daily assignment log sheets.
 - Standard of Care flow-sheet.
 - Consultation report-including special studies, e.g., capnography reporting.
 - Clinical patient history.
 - Patient Teaching Protocol.
- (4) Contractor shall respond and report critical values, failure of patient to respond to therapy, or adverse effects to Chief Resident or Staff Physician on call, and Physician Director in accordance with Departmental Procedure Manual.
- (5) Contractor shall complete written or verbal consultations, or both, with physicians as requested.
- (6) Contractor shall assure the following patient care documents are completed and filed in patients' medical records in accordance with Policy and Procedures Manual:
- Clinical patient history.
 - Critical care respiratory flow sheet.
 - Pediatric respiratory therapy orders.

- Other forms as required by Physician Director and Administrator.
- (7) Contractor shall also maintain files of the following pediatric respiratory care documents in Contractor's Pediatric Respiratory Care Services Department at the WCH facility:
- Daily assignment log sheets.
 - Daily respiratory care services work sheets.
 - Consultation reports.
 - Other forms as required by Physician Director and Administrator.

Such respiratory care documents files shall be delivered to Administrator at expiration or early termination of Agreement and shall be available for County review by duly authorized representatives, during the term of this Agreement.

b. Bronchial Hygiene Services

(1) Chest/Physiotherapy

Contractor shall administer various techniques used in promoting bronchial hygiene and more effective breathing patterns. These techniques shall include, but not be limited to:

- (a) Breathing exercise
- (b) Breathing instruction
- (c) Clapping and postural drainage

(2) Intermittent Nebulization

Contractor shall provide cool or heated aerosolized intermittent nebulization therapy by the following methods of administration:

- (a) Aerosol mask
- (b) Face tent
- (c) Mouthpiece
- (d) Tracheostomy mask
- (e) Tracheostomy tube
- (f) Tent/hood

Bland medications (such as sterile water) are usually used. The nebulizer will be powered by air or oxygen as ordered.

(3) Intermittent Positive Pressure Breathing

Contractor shall provide intermittent positive pressure breathing therapy by means of a pressure-cycled respirator with or without ultrasonic nebulization. The respirator will deliver air, oxygen, or various therapeutic gas mixtures as ordered.

(4) Intermittent Ultrasonic Nebulization

Contractor shall provide cool intermittent ultrasonic nebulization therapy by the following methods of administration:

- (a) Aerosol mask
- (b) Face tent
- (c) Mouthpiece
- (d) Tracheostomy mask
- (e) Tracheostomy tube
- (f) Endotracheal tube

(5) Medication Nebulization

Contractor shall administer aerosolized free flow medication via a hand-held nebulizer, a metered dose inhaler, or by intermittent positive pressure breathing. The nebulizer may be powered by air or oxygen.

(6) Pulmonary Exerciser

Contractor shall provide the proper usage of various mechanical devices, (e.g., incentive spirometers), to improve the distribution of ventilation by encouraging effective deep breathing and coughing.

(7) Sputum Induction

Contractor shall perform various therapeutic techniques to obtain a sample of a patient's sputum for bacteriological, cytological, or histological examinations. Therapeutic techniques used shall include, but not be limited to:

- (a) Intermittent positive pressure breathing
- (b) Nebulization
- (c) Spontaneous induction
- (d) Ultrasonic nebulization
- (e) Suctioning for tracheal secretions
- (f) Obtaining nasogastric specimens

Such sputum samples shall be delivered according to policy by Contractor to the nursing station within five (5) minutes of induction for laboratory pick-up.

c. Oxygen - Continuous Aerosol and Humidity Therapy

(1) Continuous Nebulization

Contractor shall administer free flow aerosol, powered by compressed gases, on a continuous basis; the aerosol may be delivered either cool or warm, as ordered. The methods of administration shall include, but not be limited to the following:

- (a) Aerosol mask
- (b) Face tent
- (c) Hood
- (d) Isolette
- (e) Pediatric tent
- (f) Tracheostomy mask
- (g) Tracheostomy tube
- (h) Tent
- (i) Endotracheal tube flow-by

(2) Continuous Positive Airway Pressure ("CPAP")

Contractor shall provide the application of a constant, supra-ambient pressure with humidification to WCH's pediatric patients' airways during nonmechanical assisted spontaneous breathing.

(3) Variable Positive Airway Pressure ("Bi-PAP")

Contractor shall provide the application of positive airway pressure that varies in magnitude during inspiration and expiration to pediatric patients in accordance with County facility's policy and procedure manual.

(4) Continuous Ultrasonic Nebulization

Contractor shall administer an aerosol that

is produced specifically by an ultrasonic nebulizer on a continuous basis. Bland or therapeutic medications may be used. Such therapy shall be administered through the use of:

- (a) Aerosol mask
- (b) Face tent
- (c) Hood
- (d) Isolette
- (e) Tracheostomy mask
- (f) Tracheostomy tube
- (g) Endotracheal tube flow-by

(5) Humidity Therapy

Contractor shall administer any ordered therapeutic gas or mixture of gases which contain water vapor in greater than ambient levels. These gases will be administered either cool or warm as ordered in accordance with physician request and may be administered through the use of:

- (a) Hood
- (b) Isolette
- (c) Tracheostomy mask
- (d) Tracheostomy tube
- (e) Endotracheal tube flow-by

(f) Tent

(g) Face mask/shield

(6) Oxygen Therapy - Humidifier

Contractor shall administer oxygen above ambient levels to a spontaneously breathing patient on a continuous basis through the utilization of a heated or cooled humidifier. The use of an air oxygen mixture may be utilized to obtain the desired oxygen concentration. The amount of oxygen being delivered to the patient will be measured and expressed as either a specific concentration (F10) or a specific flow rate (LPM) as documented in the Departmental Procedural Manual. This therapy may be administered through the use of:

(a) Cannula

(b) Catheter

(c) Entrainment mask

(d) Face tent

(e) Hood

(f) Isolette

(g) Mask (simple)

(h) Non-rebreathing mask

- (i) Pediatric tent
 - (j) Tracheostomy mask
 - (k) Tracheostomy tube
 - (l) Endotracheal tube
 - (m) Partial rebreathing mask
- (7) Oxygen Therapy - Nebulizer

Contractor shall administer oxygen above ambient levels to a spontaneously breathing patient on a continuous basis through the utilization of a heated or cooled nebulizer. The amount of oxygen delivered to the patient will be measured and expressed as a specific concentration ($F_{I_{O_2}}$).

This therapy may be administered through the use of:

- (a) Aerosol mask
- (b) Entrainment mask
- (c) Face tent
- (d) Hood
- (e) Isolette
- (f) Pediatric tent
- (g) Tracheostomy mask

(h) Tracheostomy tube

(i) Endotracheal tube

(8) Administration of Medical Gases

Contractor shall administer the following medical gases in accordance with County facility's protocols:

(a) Helium/Oxygen

(b) Heliox

(c) Nitric Oxide

d. Airway - Ventilatory Care

(1) Airway Care/Tube Change - Contractor shall utilize the following methods in accordance with a physician order, patient need, or pediatric respiratory care departmental policy to establish and maintain a patient (open) airway:

(a) Extubation

(b) Intubation

(c) Intubation assist

(d) Suction

(e) Tracheostomy or endotracheal tube lavage

(f) Tracheostomy care

(g) Tube care - endotracheal (including proper placement)

- (h) Tracheostomy assist
- (i) Nasopharyngeal airway
- (j) Oral airway

(2) Cardiopulmonary Resuscitation

Contractor shall participate in the administration of artificial breathing, chest compressions, and airway maintenance procedures, in order to reestablish spontaneous breathing and an adequate heart rate and rhythm. It shall provide such therapy to pediatric patients on an inpatient and outpatient basis per American Heart Association standards and cardiopulmonary resuscitation protocol and policy. Contractor shall maintain all respiratory care supplies, at required levels in accordance with the Pediatric Respiratory Care Department Policy and Procedures Manual for Cardiorespiratory crash carts.

(3) Hand Ventilation

Provide basic ventilatory support, which includes, mouth to mask, hand-held or manual ventilatory support as needed, to maintain ventilation for a patient incapable of adequate

spontaneous respirations. Such care shall be provided to pediatric patients.

(4) Ventilator Care Adjustment/Weaning

Contractor shall perform all activities directly related to the care of a patient who is receiving continuous mechanical ventilatory support. This includes patient and equipment set-up and monitoring, ventilator adjustment, and weaning. These activities are performed on patients in outpatient areas, wards, and intensive care units. Such activities will be conducted in accordance with departmental procedures, hospital protocols, and community standards.

e. Diagnostic Procedures and Patient Monitoring

(1) Arterial Blood Gas Draw/Analysis

Contractor shall obtain blood samples from patients for subsequent analysis. This shall include: arterial, peripheral, and central venous samples, and arterialized capillary specimens. Specimens shall be delivered to WCH's Blood Gas Laboratory.

(2) Airway - Endoscopic/Surgical Procedures

Contractor shall prepare pediatric patients

and perform required procedures to assist physicians during a fiberoptic bronchoscopy, fiberoptic nasopharyngoscopy, rigid bronchoscopy, or tracheostomy.

(3) Other Diagnostic Tests

Contractor shall test for maximal respiratory pressures, spirometry, spontaneous mechanics, transcutaneous oxygen and carbon dioxide, expired gas analysis, and perform central and obstructive apnea evaluation.

(4) Equipment Set-Up and Change

Contractor shall provide set-up, adjustment, and discontinuance of respiratory care equipment in accordance with physician's order and in compliance with departmental procedures, hospital protocols, and community standards.

f. Pulmonary Rehabilitation and Patient Education

(1) Education and Training Pre- and Post-
Operative

Contractor shall provide instruction to patients pertaining to any procedure or pathophysiology, or both, as deemed necessary by the medical staff directly involved in care. Such

instruction will be provided to patients or to parents or other representatives of patients requiring such procedures.

(2) Asthma Mobile Services

Contractor shall provide pediatric respiratory care services in mobile asthma vans, as requested by WCH, with one pediatric respiratory therapist to be present for each van during period vans are in service. Duties shall include: taking medical histories, providing patient examinations, conducting pulmonary function studies, allergies testing, meter dose inhaler therapy, and providing patient education. The asthma vans serve schools within the Los Angeles Unified School District and Network Comprehensive Health Centers throughout the year. Generally, the vans are at various school ground sites four (4) days a week, and are at the County facility for follow-up/paper work processing duties one (1) day per week.

Approximately 16-22 patients per day will receive evaluation and service at each mobile van site. During school holidays and vacation time,

the Respiratory Care Practitioners staff will be utilized in County facility for pediatric patient care services.

(3) Rehabilitative Services

Contractor shall provide rehabilitative respiratory care services to patients and rehabilitative respiratory care education to patients and their families or representatives pursuant to a physician's order. The individual patient's curriculum will have been designed to manage and relieve a patient's symptoms of his/her pulmonary impairment as much as possible and to help him/her become as self-reliant and capable of performing his/her daily living activities as allowed by his/her disease process.

(4) Respiratory Care Services Coverage

Requirements for Pediatric Intensive Care

Unit (PICU):

(a) Staffing

Contractor shall provide one (1) dedicated respiratory therapist (RT) per shift, for the PICU. The PICU is currently located in two separate locations within WCH.

Upon direction from PICU Director on acuity level, more RTs shall be added to carry out patient care responsibilities.

Contractor shall provide a 1:3 RT-to-ventilator patient ratio. If the patient's acuity requires more or less RT coverage, the attending physician will communicate this to the head RT. If more or less RT support is required, Contractor shall rectify staffing not later than the next shift.

Contractor shall provide a 1:1 RT-to-ventilator patient ratio when the patient is unstable as declared by the attending physician. Conditions where this would apply include:

- Patients with respiratory failure warranting constant supervision of their respiratory status and their ventilatory assistance.
- Patients requiring constant hand bagging due to desaturations when placed on a ventilator.

- Patients placed on high-frequency ventilators.

Contractor shall provide a 1:6 RT-to-stable patients requiring supplemental oxygen (not assisted ventilator). If the ratio needs to be different, the attending physician in the PICU will notify the RT and a change will occur by the start of the next shift.

(b) Scope of Practice/Education

All respiratory therapists assigned to PICU must be trained and experienced in high frequency ventilation and BLS and PALS certified at a minimum. Contractor shall provide RT staff who are experienced and knowledgeable in the latest modes of respiratory care.

(c) RT Protocols/Patient Care Team Participation

RT protocols shall be written, kept current, and approved by a designated faculty member of the newborn division.

(d) Transportation of PICU Patients

Contractor must provide all necessary respiratory therapy for PICU patients being transported/transferred inside of County facility or to and from outside facility, as ordered by attending physician and approved by Administrator.

B. Patient Care Support/Administration

a. Equipment Cleaning

Contractor shall clean, sterilize as required, and disinfect all equipment to be used in the provision of respiratory care services, in accordance with JCAHO standards, Title 22 of the California Code of Regulations, WCH's Respiratory Care Services Departmental and Epidemiology Department procedures.

b. Consumable Respiratory Care Supplies

- (1) All supplies, including, but not limited to, disposables, small instruments, cleaning and office supplies shall be provided by County, at its expense, in adequate quantities to maintain the efficiency and services required. Contractor shall stock and maintain all identified respiratory care supplies and

any others that Contractor determines necessary, in designated areas of patient care units. Contractor shall implement mechanisms and activities to be used to assure the availability and control of respiratory care supplies to all areas and units of WCH. Such mechanisms and activities must be found satisfactory by Physician Director and Administrator prior to implementation of services under the Agreement. Contractor shall have access to patient care supplies located on the units, which are used by all patient care staff, for the provision of respiratory care procedures, such as, suction care kits and gloves. The prior approval of Physician Director and Administrator must be obtained before any supplies are used at WCH.

- (2) Pharmaceuticals. Since attending physicians may prescribe pharmaceuticals, County shall be responsible for providing, at its expense, all medications used in respiratory therapy for patients. Contractor shall order

medications as required from County facility's pharmacy, and store and utilize such medications in the provision of respiratory therapy as ordered by attending physicians. Contractor shall follow medication protocols as required by WCH.

All drugs for general use must have prior approval of WCH's Physician Director, Administrator, and Therapeutics Committees.

c. Patient Transportation

Contractor shall accompany and provide care to patients, as defined in this Scope of Work, who require ventilatory support or monitoring, or both, being transported from one area of hospital to another, and to and from other health care facilities as ordered by a physician and required by hospital protocol. There may be 10 patient transports to other health care facilities during a month. Contractor shall transport patients to and from diagnostic centers of County facility (e.g., CT, MRI, and other diagnostic centers). Contractor shall remain with patient and provide required therapy while patients are at these diagnostic services sites.

d. Reporting Requirements and County Administrative Control

(1) Administrator has overall responsibility for all services provided at WCH. Under the Agreement, the medical responsibility for respiratory care services shall be delegated to Physician Director. Contractor shall therefore be responsible to Physician Director for medical aspects of respiratory care. Contractor shall have the authority and responsibility for, among other things, assuring that established policies are carried out, that overall coordination and integration of the therapeutic, diagnostic, patient care support, and administrative service are maintained, and that a quarterly review and evaluation of the quality, safety, and appropriateness of the Respiratory Care Services Department is performed.

(2) Contractor shall be responsible to Physician Director and Administrator for all respiratory care services, and shall function as part of WCH's management team in efforts to reduce costs, increase productivity, and enhance the quality and

level of respiratory care services. Contractor shall prepare and maintain copies of the following reports and shall provide copies of the same to the designated County representatives.

Contractor shall assure the Respiratory Services Departmental Report identifying procedure count shall be provided to WCH's Financial Management on a schedule provided by Administrator. A weekly and monthly summary of these reports shall also be maintained by Contractor and shall be available for review by Administrator and Physician Director. Such reports shall include the weekly and monthly totals of individual procedures provided for all patients receiving respiratory care services.

Yearly Summary of Quarterly Quality Assurance Reports - A copy of such report shall be provided to Physician Director within fifteen (15) days following the end of the calendar year for which the report is made.

Quality Assurance Report - Quarterly. Such report evaluates all respiratory care services provided by Contractor at WCH to assure compliance

with regulatory agencies' requirements.

Contractor shall submit a copy of such report to Physician Director and WCH's Quality Improvement Committee within fifteen (15) days following the end of the calendar quarter for which the report is made.

Administrative Report - Such report will indicate a summary of Respiratory Care Service Department services and activities for the quarter. Such report shall include, but not be limited to: the procedure count by service area and by the total number of patients; the number of treatments ordered by physicians and the number of missed treatments and the reasons for missed treatments; and Contractor's efforts to identify inappropriate ordering of respiratory care services by physicians. A copy of such report shall be delivered to Physician Director and Administrator no later than fifteen (15) days following the last day of the report period.

Contractor shall maintain a daily patient log identifying all patients receiving respiratory care services.

Monthly Inventory Report of Respiratory Care Supplies - Such report shall be completed on forms approved by Administrator and a copy of such report shall be provided to Administrator within fifteen (15) days following the end of the month for which the report is made.

All such records and reports shall be maintained by Contractor at WCH or at another location in Los Angeles County during the term of Agreement and for a period of at least seven (7) years thereafter, and shall be available for inspection and audit by authorized representatives of Administrator or of County's Auditor-Controller's Office, or by State or by federal agencies during that period.

Such additional reports which Physician Director and Administrator determine are necessary and which contain such information as required.

e. Hospital Committees Meetings/Rounds

Contractor personnel shall participate in, but such participation shall not be limited to, the following meetings and rounds:

1. Affiliates Advisory - Quarterly/As Requested

- | | | |
|-----|---|--------------------------|
| 2. | Respiratory Care Committee | - Quarterly |
| 3. | Division Head | - Monthly |
| 4. | Patient Satisfaction | - Monthly |
| 5. | Safety | - Monthly |
| 6. | Pediatric ICU | - Monthly |
| 7. | Pediatric ICU Inter-disciplinary Rounds | - Weekly |
| 8. | Physician Director/Contractor | - Monthly/As Requested |
| 9. | Home Care Planning | - Biweekly |
| 10. | Patient Discharge Planning Rounds | - Daily (M-F) |
| 11. | Physician Director Patient Rounds | - Daily (M-F) |
| 12. | Administrator/Designee | - Monthly |
| 13. | Cardiac Arrest | - Monthly |
| 14. | Infection Control | - Monthly |
| 15. | Pediatric Inpatient Committee | - Monthly |
| 16. | Patient Care Services | - Biweekly |
| 17. | Pediatric Psychosocial Committee | - Quarterly/As Requested |

f. Community Education

Contractor shall participate in, but such participation shall not be limited to, the following activities:

- | | | |
|---|-------------------------|----------------|
| - | High School Career Days | - Annually |
| - | Health Fairs | - As Requested |

g. In-House Education of Medical, Nursing and
Ancillary Health Personnel

Contractor shall provide a program of in-house education dealing with pediatric respiratory care services. The in-house education program must meet with the approval of the Physician Director. Such in-house education program will be provided to each discipline or medical service, or both, at least annually, or as requested, or as required by quality control/quality assurance audit results. Contractor shall provide as part of the proposal, a sample of an in-house educational program provided at another hospital similar in scope of practice to WCH. This sample shall deal with pediatric care respiratory therapy and will include, but not be limited to, a description of the program, the educational objectives developed, topics covered, participant activities, methods for assessing the needs of the participants, methods for evaluating learning, and audiovisual aids used.

h. In-Service Education

As part of the proposal, Contractor shall

develop a sample in-service education program to provide education to all Contractor's employees. Such in-service education program will be given at least monthly and include, but not be limited to, Departmental orientation, on-the-job training programs, short seminars, visual aids training, workshops, diversity, and sexual harassment prevention training, management and supervisory development programs, and lectures. Such in-service education program will be conducted for all Contractor's employees, meet Licensing and Accreditation, and Title 22 training and education program requirements, and shall be subject to Administrator's and Physician Director's written approval. Contractor shall also state its policy for upgrading staff skills in respiratory care.

i. County Facility's Respiratory Care Services
Department Policy and Procedures Manual

Contractor shall keep current WCH's Respiratory Care Services Department Policy and Procedures Manual, including, but not limited to, staff orientation, duties, training, and supervision; technical procedures; infection

control procedures; sanitation, emergency, disaster, fire/safety procedures; equipment and supplies usage; and preparation of reports. A copy of the existing Respiratory Care Services Department Policy and Procedures Manual shall be provided to Contractor prior to commencement of services. The existing Policy and Procedures Manual shall guide respiratory care service provision until the Contractor's revised manual is approved in accordance with hospital protocol. Contractor shall submit to Physician Director within one-hundred eighty (180) calendar days following commencement of services, a revised Manual which will embody all of the changes proposed by Contractor. The revised Manual must be approved in accordance with hospital protocol before it becomes effective. Any subsequent changes to the Manual proposed by Contractor must be approved as stated above before they become effective.

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ATTACHMENT 1

DEPARTMENT OF HEALTH SERVICES

LOS ANGELES COUNTY

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RCP

INITIALS	SIGNATURE & CREDENTIALS	INITIALS	SIGNATURE & CREDENTIALS

PEDIATRICS RESPIRATORY CARE

TREATMENT FLOW SHEET

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LOS ANGELES COUNTY

DEPARTMENT OF HEALTH SERVICES

DATE: _____/_____/_____

DIAGNOSIS

KNOWN PATIENT ALLERGIES

#1 _____

#2 _____

#3 _____

OBJECTIVES:(CHECK ONE)

PROVIDE CONTINUOUS VENTILATORY SUPPORT ☐ INCREASE/IMPROVE OXYGENATION

OTHER: _____

VENTILATOR TYPE: _____ INTUBATION DATE: _____/_____/_____ TOTAL DAYS INTUBATED: _____

SHIFT SUMMARY REPORT

DAY SHIFT			NIGHT SHIFT		
FINAL VENT SETTINGS:	VT:	F:	FINAL VENT SETTINGS:	VT:	F:
FIO2:	PEEP:	PS:	FIO2:	PEEP:	PS:
THERAPY:			THERAPY:		
SECRETIONS:			SECRETIONS:		
BREATH SOUNDS:			BREATH SOUNDS:		
LEVEL OF CONSCIOUSNESS:			LEVEL OF CONSCIOUSNESS:		
SPECIAL PROCEDURES/PROBLEMS:			SPECIAL PROCEDURES/PROBLEMS:		
TRACHEAL TUBE			TRACHEAL TUBE		
ROUTE:	PLACEMENT	SECURE: _____ INITIALS: _____	ROUTE:	PLACEMENT	SECURE: _____ INITIALS: _____
SIZE:	APPROPRIATE	YES <input type="checkbox"/> NO <input type="checkbox"/>	SIZE:	APPROPRIATE	YES <input type="checkbox"/> NO <input type="checkbox"/>
BY:	CXR	BS @ _____ CM	BY:	CXR	BS @ _____ CM

RESPIRATORY CARE VENTILATOR

FLOW SHEET

PATIENT I.D. IMPRINT (NAME, MRUN, CLINIC/WARD)

RESPIRATORY CARE PLAN

pH - Notify physician in charge if pH is not maintained above 7.

2. PCO₂ - Adjust ventilator to maintain PaCO₂ between _____ to _____ torr

3. PO₂ - Adjust FIO₂ to maintain PaO₂ between _____ to _____ torr or
capillary PaO₂ between _____ to _____ torr

4. SaO₂ - Adjust FIO₂ to maintain pulse oximeter saturation between _____ to _____ %

5. TcPO₂ - Adjust FIO₂ to maintain TcPO₂ between _____ to _____ torr

6. ABG and/or CBG PRN ☐ and/or Q _____ hr

7. Aerosolize medication _____ per protocol frequency Q _____ hrs

8. Special instructions ordered and/or changes in limits

A.

B.

C.

D.

RCP SIGNATURE

DATE

Date/Time/RCP Notes

Date/Time/RCP Notes

PERFORMANCE REQUIREMENTS SUMMARY

This exhibit displays the respiratory care services which shall be monitored by the County's Department of Health Services during the term of the Agreement. It indicates the required services, the method of monitoring, the service indicators, the standards for performance, and the maximum allowable variance from standard (AQL). Contractor shall endeavor to meet all medical and administrative standards identified in this exhibit.

AGRCD3774.DZ
dz:2/28/05

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

Page 1

Direct Patient Care - Documentation

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
1. Charting method as required by Policy and Procedure Manual	Documentation on Treatment Log Sheet (Progress Notes)	Once per shift at beginning of shift	2.5%	RS
		As therapy is performed (for Comments)	2.5%	
2. Ventilator Assessment	Documentation on Ventilator Flow Sheet and narrative on Progress Notes at end of shift	Every 2 hours, or sooner if changes occur	1%	RS
3. Departmental Reports	Documentation on Treatment Log and Departmental Reports	100% consistency in documentation between Treatment Log and Departmental Reports	2.5%	100% Inspection on randomly selected days of all Treatment Logs and Departmental Report from previous day

Key: RS = Random Sampling AQL = Acceptable Quality Level

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

Page 2

irect Patient Care - Bronchial Hygiene

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
	Chest Physiotherapy	Required documentation in medical record	100% of time per physician order or patient requirement	RS Complaints
	Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Intermittent</u> <u>Nebulization</u>	Required documentation in medical record Direct Observation of equipment set up	100% compliance with physician order within 30 minutes of request if not STAT. If STAT response within 10 minutes.	RS Direct Observation Complaints
	Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Intermittent Positive Pressure Breathing</u> (IPPB)	Required documentation in medical record Direct observation of equipment set up	100% compliance with physician order within 30 minutes of request if routine, 5-10 minutes, if STAT, or as ordered later unless contraindicated by change in patient status, or if contraindicated as outlined in policy and procedures manual	RS Complaints

NOTE: For all direct patient care services, Contractor will maintain a ratio of staff to number of patients treated and to their required therapies as ordered by physician of record in accordance with Policy and Procedures Manual as mutually agreed by Contractor and Physician Director.

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

Page 3

Bronchial Hygiene ~Cont'd)

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
7.	Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Intermittent Ultrasonic</u> <u>Nebulization</u>	Required document- ation in medical record Direct observation of equipment set up	100% compliance with physician order within 30 minutes of request	RS Direct Observation Complaints
8.	Correct set up of equip- ment, administration of therapy and monitoring of patients receiving: <u>Medication Nebulization</u>	Required document- ation in medical record Direct observation of equipment set up	100% of time within 30 minutes of request if routine, 5-10 minutes if STAT, or as ordered later un- less contraindicated by change in patient status, or if contrain- dicated as outlined in policy and procedures manual	RS Direct Observation Complaints
9.	<u>Pulmonary Exercise</u>	Required documentation in medical record	Provided 100% of time within 30 minutes of request or as ordered	RS Complaints
10.	<u>Sputum Induction</u>	Required documentation in medical record	100% of time within 30 minutes of request or as ordered	RS

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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Direct Patient Care - Oxygen, Continuous Aerosol and Humidity Therapy

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
11.	Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Continuous Nebulization</u>	<ul style="list-style-type: none"> Required documentation in medical record 100% of time within 30 minutes of being requested, or as ordered Direct observation of equipment set up 	2.5%	RS Direct Observation
12.	Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Continuous Positive Airway Pressure (CPAP)</u>	<ul style="list-style-type: none"> Required documentation in medical record 100% of time within 30 minutes of physician request, or as ordered Direct observation of equipment set up 	0%	RS Direct Observation
13.	Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Continuous Ultrasonic Nebulization</u>	<ul style="list-style-type: none"> Required documentation in medical record 100% of time within 30 minutes of physician request, or as ordered, unless contraindicated as outlined in policy and procedures manual Direct observation of equipment set up 	2.5%	RS Direct Observation

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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Oxygen, Continuous Aerosol and Humidity Therapy Cont'd)

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
14. Correct set up of equipment, administration of therapy and monitoring of patients receiving: <u>Humidity Therapy</u>	- Required documentation in medical record • Direct observation of equipment set up	100% of time within 30 minutes of physician request, or as ordered	2.5%	RS Direct Observation
15. Correct set up of equipment, administration of therapy and monitoring of patients receiving an ordered concentration of <u>oxygen by humidifier</u>	- Required documentation in medical record - Direct observation of equipment set up	100% of time within 30 minutes of physician request, 5-10 minutes if STAT or as ordered	0%	RS Direct Observation
16. Correct set up of equipment, administration of therapy and monitoring of patients receiving an ordered concentration of <u>oxygen by nebulizer</u>	- Required documentation in medical record • Direct observation of equipment set up	100% of time within 30 minutes of physician request, 5-10 minutes if STAT or as ordered	0%	RS Direct Observation
17. Correct set up of equipment, administration of therapy and monitoring of patients receiving an ordered concentration of medical gases, e.g., heliox, NO	- Required documentation in medical record. - Direct observation of equipment set up	100% of time within 30 minutes of physician request, 5-10 minutes if STAT or as ordered	0%	RS Direct Observation

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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Direct Patient Care - Airway-Ventilatory Care

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
8. <u>Airway Maintenance</u> (Patent airway)	Required documentation in medical record	Accomplished 100% of time as ordered, or as needed by patient STAT	0%	RS Direct Observation Complaints
9. <u>Cardio-Pulmonary Resuscitation</u> to I/P and O/P per American Heart Association Standards	Required documentation in Cardiac Arrest Evaluation Form and medical record	Provide CPR 100% of time in accordance with American Heart Association Standards STAT	0%	100% inspection of all Cardiac-Arrest Evaluation Forms, medical records communication logs Complaints
10. <u>Manual Ventilatory Support</u> (bagging)	Required documentation	100% of time as ordered, or as needed STAT	0%	RS Direct Observation Complaints
11. <u>Ventilatory Care/Adjustment/Weaning</u>	Required documentation in medical record	100% of time as indicated by physician order within 30 minutes of request if routine, 5-10 minutes if STAT, with critical situations, Contractor may make necessary changes as outlined in policy and procedures manual pending medical notification	0%	RS Direct Observation Complaints

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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Direct Patient Care - Diagnostic Procedures and Patient Monitoring

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
22. Draw blood sample	Required documentation in medical record	100% of samples drawn shall be the type of blood requested (i.e., arterial, venous, mixed venous, and arterialized capillary) and shall be drawn according to department procedures	1.0% for following order to draw 2.5% for compliance with type of blood requested	RS
23. Deliver blood sample	Required documentation in medical record	100% of samples drawn shall be delivered within 10 minutes of drawing	1.0%	RS
24. The setting up and assistance with Fiberoptic Bronchoscopy/rigid bronchoscopy, nasopharyngoscopy direct/laryngoscopy	Required documentation in medical record	100% of time as order	2.5%	RS Complaints

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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irect Patient Care - Pulmonary Rehabilitation & Patient Education

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
5.	Pre and Post Operative Instruction	Required documentation in medical record	100% of patients as requested 1.0%	RS
6.	Cardio-Pulmonary Rehabilitation	Required documentation in medical record	100% of time as requested 1.0%	Complaints RS
7.	Order appropriate equipment and supplies for patients at home	Required documentation in medical record	100% of the time within 2 business days, M thru F of receipt of physician order 0%	RS Complaints
8.	Patient/Family Education	Required documentation on the Teaching Protocol and/or medical record	100% of patients as requested 0% if CPR instruction is ordered.	RS Complaints

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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Administrative Services

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
29. Administrative Reports	Completed reports	100% compliance with required reports	0%	Direct observation Complaints
30. Hospital Committees	Committee minutes	100% participation and/or attendance at required meetings	0%	Direct observation Complaints
31. In-house education	Curriculum package and direct observations of program	100% provision of required programs	0%	Direct observation Complaints
32. Comm. Ed./Outreach	Presentation package and direct observation of program	100% provision of required programs	0%	Direct observation Complaints
33. Inservice Education	Curriculum package and direct observation of program	100% provision of required programs	0%	Direct observation Complaints
34. Student Training Programs	Direct observations of clinical and didactic instruction	100% compliance with training program requirements	0%	Direct observation Complaints

WOMEN'S AND CHILDREN'S HOSPITAL
PERFORMANCE REQUIREMENTS SUMMARY

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atient Care Support Services

REQUIRED SERVICE	SERVICE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE VARIANCE FROM STANDARD (AQL)	COUNTY METHOD OF MONITORING
5. Provide equipment cleaning, decontami- nation, inventorying and record keeping of such activities	Direct observation of procedures, bacterio- logical laboratory reports, maintenance and inventory records	100% compliance with Departmental Proce- dure Manual	0%	Direct observation of activities and review of records Complaints
6. Maintenance of adequate supplies	Direct observations	100% compliance with Departmental Proce- dure Manual	0%	Direct observation Complaints

EXHIBIT B

BILLING AND PAYMENT

1. Background:

The following reimbursement provisions apply to: Schedule 1, Contractor's Budget and County's Charge Schedule.

2. County's Payment:

A. County's payments to Contractor for its performance hereunder shall be made each calendar month during the term of this Agreement, as set forth in Paragraph 1, TERM, of the body of this Agreement, subject to payment computation methodologies and adjustments for contingencies described below.

B. During the term of this Agreement, the monthly charge ("Basic Monthly Charge") to County for actual procedures provided between 14,000 and 24,000 inclusive, per calendar month shall be calculated by dividing by twelve, Contractor's Annual Fixed Reimbursement Amount. The Annual Fixed Reimbursement Amount is set forth on Schedule 1, attached hereto and incorporated herein by reference. The Annual Fixed Reimbursement Amount may be adjusted, at County's sole discretion, at the end of each Contract Year for inflation, and, if adjusted, the new amount shall be used in the following Contract Year, as indicated in Paragraph 5 below. In the event that the total actual number of procedures provided in a calendar month is greater than 24,000, the monthly charge to County for that month shall be the Basic

Monthly Charge plus the Incremental Fee as indicated in Paragraph 4 below.

C. (1) After the end of each calendar month for whichever phase is in effect, Contractor shall bill County the Basic Monthly Charge for such calendar month. If the Agreement terminates on the date other than the last day of a calendar month, then the Basic Monthly Charge shall be prorated and the resultant reduced amount shall be billed.

(2) County shall reimburse Contractor within 30 days of receipt of Contractor's monthly bill.

3. Description of Cost Items in Schedule 1:

LABOR COSTS - Consists of salaries and wages, employee benefits, etc. for on-site Contractor management and staff personnel providing services under this Agreement at WCH.

SERVICES AND- Consists of employee training, other labor,
SUPPLIES travel, relocation and recruitment costs, health examinations and security checks, and miscellaneous office supplies.

OTHER COSTS - Start-up costs.

INDIRECT - Consists of company profit and Contractor's
COSTS fixed administrative charges to County for the administration of all services hereunder.

4. Variance in Number of Procedures

A. In addition to the Basic Monthly Charge, if in any calendar month during the Agreement period, the total number of actual procedures provided is greater than 24,000, County will pay, for that calendar month only, the Incremental Fee per procedure (as shown on Schedule 1) for each procedure provided above 24,000.

B. The incremental fee may be adjusted yearly for inflation as indicated in Paragraph 5 below.

5. Inflation Adjustments and Contractor's Budget:

A. Contractor's Budget, Annual Fixed Reimbursement Amounts and Incremental Fees, may, at County's sole discretion, be adjusted at the end of each County fiscal year (July 1 - June 30) for the following fiscal year, by using the average salary percentage movement granted to County employees or the Consumer Price Index - For All Urban Consumers as originally released by the United States Department of Labor, Bureau of Labor Statistics, Western Region, Los Angeles - Long Beach Anaheim Area (hereafter "CPI-U") for the preceding September to September period, whichever is less. In no event shall the Contract Year Budget adjustment exceed five (5) percent. Percentage changes in the specific index shall not be applied to any opening (start-up) costs, if any. CPI-U adjustments, if any, shall be calculated by Hospital Administrator.

In the event the Annual Fixed Reimbursement Amount is adjusted, the adjusted amount shall be used to determine the new Basic Monthly Charge for such new fiscal year for monthly procedures provided within the range as indicated for the Annual Fixed Reimbursement Amount on Schedule 1.

The first fiscal year subject to an inflation adjustment, if approved, shall be the July 1, 2006 through June 30, 2007 fiscal year.

The new Annual Fixed Reimbursement Amount/Basic Monthly Charge, and Incremental Fee, shall be fixed and guaranteed by Contractor for such new fiscal year.

B. If the percentage change in the CPI-U is negative, i.e., the CPI-U declined, the amount due Contractor for the next Contract Year shall remain the same. If the percentage change in the CPI-U is positive, i.e., the CPI-U increased, the increased amount due Contractor, if approved, for the next fiscal year shall be based upon the actual CPI-U percentage increase. In no event, however, shall any fiscal year CPI-U adjustment be greater than five percent.

C. Percentage changes in the CPI-U shall not be applied to the start-up costs reflected in Schedule 1, if any. To arrive at the Annual Fixed Reimbursement Amount for the new fiscal year, the amounts of the remaining Schedule 1 budget items for the prior fiscal year (hereinafter "the multiplicand") shall be

multiplied by the CPI-U (as determined under subparagraphs 5.A. and 5.B. hereinabove). The resulting figures shall then be added to the multiplicand, and this total sum, shall serve as the new Annual Fixed Reimbursement Amount for the new fiscal year. The "start-up" budget item, if any, of schedule 1 is County reimbursable only for the first fiscal year.

In the event the Annual Fixed Reimbursement Amount is adjusted, the adjusted amount shall be used to determine the new Basic Monthly Charge for the new fiscal year by dividing the new figure by 12.

D. The new Basic Monthly Charge shall be determined at the end of each fiscal year for the following fiscal year and shall remain fixed for such following fiscal year.

E. The first CPI-U adjustments to the Fixed Reimbursement and Incremental amounts, if approved, shall be effective, July 1, 2006, the first month of the second fiscal year. Since adjustment calculations cannot be made until the publication of the CPI-U, Contractor shall continue to bill County at the previous Basic Monthly Charge until the calculations are completed. Upon completion of the calculations and approval by County, Contractor shall bill County applying the adjustment for the current month, and for all prior months to which the adjustment applies, with its billing for the current month.

F. If the CPI-U Base Year is changed so that the CPI-U's Base Year differs from that used as of the date of execution of this Agreement, the CPI-U shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the CPI-U is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced by the United States Government shall be used, provided that County and Contractor mutually agree that the replacement index or computation obtains substantially the same result as would have been obtained if the CPI-U had not been discontinued or revised. If the CPI-U is discontinued or revised during the term of this Agreement and is not replaced, or, if the replacement index or computation does not obtain such substantially similar result, then County and Contractor may select, by mutual agreement, a new index in lieu of the CPI-U and such new index shall be set forth in a written amendment to this Agreement pursuant to Paragraph 37 (Alteration of Terms) of the body of this Agreement.

6. Cost Savings

A. Unrealized County Projected Workload

If during any given month, County's monthly procedural range of respiratory procedures as indicated in Schedule 1, is overstated, as determined by County, then Contractor shall reduce its costs (labor, etc.) to the appropriate

level necessary to provide the required number of monthly procedures. Cost savings resulting from these adjustments shall be passed on to County and reflected in subsequent bill from Contractor to County.

B. Contractor Efficiencies

(1) Contractor agrees to share with County any labor cost savings resulting from Contractor-instituted efficiencies by a 25 percent (25%) return on such savings to County and a 75 percent (75%) return to Contractor. Contractor instituted efficiencies are activities which result in a cost savings to the Contractor, e.g., a reduction in the number of Contractor staff required to provide services at a quality level which occur while Contractor is consistently realizing County's monthly projected procedural workload range. Such determination of costs savings shall be based on Contractor's provision of an accurate and complete annual accounting report of its actual costs and procedural workload data. This report shall be delivered to Administrator no later than three (3) months following the closing of each Contract Year. Labor cost savings resulting from Contractor-instituted efficiencies shall not include cost savings resulting from the unrealized County projected workload.

(2) Contractor's actual costs shall be computed using the accrual basis of accounting. The labor cost savings amount for any Contract Year shall be the difference between: (a) the total actual labor costs incurred by Contractor within the particular Contract Year, and (b) the total of Contractor's Labor budget for the same Contract Year.

(3) Contractor's payment to County for this cost savings, if any, shall be a credit applied to the first monthly invoice submitted by Contractor to County following County's determination of such cost savings.

C. Reconciliation

If at the end of any Contract Year, this Agreement is not renewed, then Contractor shall provide to Administrator accurate and complete accounting records of its actual costs which shall be reviewed by Administrator. Upon completion of this review, a final cash settlement shall be made between County and Contractor to return to County any cost savings owed to County.

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SCHEDULE 1

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE

I. Contractor's Contract Year Budget to Deliver 14,000 - 24,000 Procedures Per Calendar Month.

Labor Costs	\$1,328,410
Services and Supplies ^①	39,011
Equipment Maintenance and Repair	0
Other Costs (start-up costs)	0
Indirect Costs (Admin. & Management Fee)	<u>232,462</u>
Grand Total Costs (Total Annual Fixed Reimbursement Amount)	\$1,599,883

II. Basic Monthly Charge

The Basic Monthly Charge for procedures provided between 14,000 and 24,000 inclusive per calendar month shall be \$1,599,883 divided by 12 = \$133,324.

III. Incremental Fee

For procedures provided above 24,000 per calendar month, the per procedure Incremental Fee to be paid by County shall be \$9.00 for each procedure.

- ① This includes employee training, travel, other labor, relocation and recruitment costs, and miscellaneous office supplies, etc. all as more fully delineated in Exhibit B at Paragraph 3, Description of Cost Items in Schedule I.

IV. Cost Reduction

In the event County's monthly procedural range is overstated, County shall be entitled to a cost savings in accordance with Exhibit B, Paragraph 6, Cost Savings.

EXHIBIT C

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____,
is my sole employer for purposes of this employment.

I rely exclusively upon _____,
for payment of salary and any and all other benefits payable to
me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los
Angeles County for any purpose and that I do not have and will
not acquire any rights or benefits of any kind from the County of
Los Angeles during the period of this employment.

I understand and agree that I do not have and will not
acquire any rights or benefits pursuant to any agreement between
my employer, _____, and
the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

Copy shall be forwarded by CONTRACTOR to County's Chief
Administrative Office, Department of Human Resources, Health,
Safety, and Disability Benefits Division, 3333 Wilshire
Boulevard, 10th Floor, Los Angeles, California 90010.

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EXHIBIT D

CONTRACTOR'S STAFFING PATTERN

- 1.00 - Department Manager
RCP, RRT, or RRT eligible required, BS degree required
- 3.60 - Shift Supervisor
RCP, CRT required, RRT desired
- 3.15 - Respiratory Care Practitioner III
RCP, RRT required
- 9.55 - Respiratory Care Practitioner II
RCP, CRT required, RRT desired
- 0.60 - Equipment/Cleaning Technician
No specific criteria, Student RT desired
- 1.00 - Secretary
Appropriate skills and experience
- 18.9 - TOTAL FULL TIME EMPLOYEES

LIVING WAGE PROGRAM ORDINANCE

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County.
 - a. For services which si required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contact with the County.
- D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours of the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly

rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to

the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability integrity in employee relations, and the financial ability to pay a living wage (Ord. 99-0048 § 1 (part)).

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part) 1999.)

2.201.070 Employee retention rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any

new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer.

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act.
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract, and
3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who.

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other County requirement for employees of a Contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions

as the subsequent employer's other employees. (Ord. 99-0048 § (part), 1999.)

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County Department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative Officer.
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 - 3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 § 1, 1999: Ord 99-0048 § 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 § 1 (part), 1999.).

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.
no blame.
no names.**

now there's a way to
safely surrender your baby



The Safely Surrendered Baby Law

A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

EXHIBIT H

AUTHORIZED SPACE AND OTHER PROPERTY FOR CONTRACTOR'S USE

<u>Room Number</u>	<u>Description</u>
8D16	Equipment Storage
7D24	Equipment Storage
3D22	Supply Storage Cabinet
3E4	Respiratory Therapy Department Head Room
3E8	Respiratory Therapy Techs Report Room
3E12	Sputum Room
3E13	Respiratory Therapy Secretary Room
3E16	Respiratory Therapy Supervisors Office
1E6D	Equipment Decontamination and Sterilization Room

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dz:2/28/05

